

AMENDMENT TO ECONOMIC INCENTIVE CONTRACT BETWEEN
THE GENTIAN GROUP, LLC AND THE CITY OF DURHAM
FOR CAPITAL INVESTMENTS IN DOWNTOWN DURHAM

This contract amendment ("Amendment") is made, dated and entered into as of the ____ day of _____, 2014, by and between the City of Durham (the "City"), a North Carolina municipal corporation and the Gentian Group, LLC ("Gentian" or "Company"), a limited liability corporation organized and existing under the laws of North Carolina. The City and Company are also referred to individually as "Party" and collectively as "Parties."

The City and Company entered into a contract titled "Economic Incentive Contract Between Gentian Group, LLC and the City of Durham for Capital Investments in Downtown Durham", dated October 26, 2012. That contract is referred to as the "Original Agreement." The Parties, intending to be legally bound, agree to amend the Original Agreement as follows:

1. Delete Section 2.4 of the original agreement in its entirety and replace it with the following:

2.4 "Construction Activities", refers to activities necessary for the construction of the Use Development Requirements to the Property evidenced by the required issuance of a city building permit equal to at least \$400,000 of the Minimum Required Capital Investment.

2. Delete Section 3.1.1 of the Original Agreement in its entirety and replace it with the following:

3.1.1 Commencement and Completion of Construction. The Company shall begin Construction Activities no later than March 1, 2013 ("Commencement Date") and secure a final Certificate of Compliance by April 30, 2015 (hereinafter, "Completion Date").

3. E-Verify Compliance. For the purpose of this E-Verify Compliance section, the term "Company" shall mean "contractor". The contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). In this E-Verify Compliance section, "contractor," "its subcontractors," and "comply" shall have the meanings intended by NCGS 160A-20.1(b). The City is relying on this section in entering into this contract. The parties agree to this section only to the extent authorized by law. If this section is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to make this contract comply with NCGS 160A-20.1(b).
4. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City and the Company have caused this amendment to be executed under seal themselves or by their respective duly authorized agents or officers.

ATTEST:

CITY OF DURHAM

_____ By: _____

Pre Audit Certificate, if required:

GENTIAN GROUP, LLC

By: _____ (Seal)
Manager

State of _____

ACKNOWLEDGEMENT BY
GENTIAN GROUP, LLC

County of _____

I, a notary public in and for said county and state, certify that
_____ personally (1) appeared before me this
day, (2) stated that he or she is a manager of the Gentian Group, LLC, a limited liability
company organized and existing under the laws of the State of _____, (3)
acknowledged that the foregoing contract or agreement with the City of Durham carries on the
company's business in the usual way, and (4) acknowledged the due execution of the contract on
behalf of the company. This the ____ day of _____, 2014.

My commission expires:

Notary Public